

## "Shylock's unpropped house and the Theatre in Shoreditch" by Gabriel Egan

In 1576 James Burbage and his brother-in-law John Brayne built the Theatre in Shoreditch on a piece of land leased for 21 years from Giles Allen (Wallace 1913, 267-75). The lease on the site of the Theatre expired on 13 April 1597, but in a subsequent court case Cuthbert Burbage claimed that while they argued with him about a new lease, Allen let them "contynue in possession of the premisses for diverse yeares" and took the agreed rent (Wallace 1913, 184). The Theatre was described as "vnfrequented" and in "darke silence" (Guilpin 1598, sig. D6r) by Edward Guilpin in his collection Skialetheia, entered in the Stationers' Register on 15 September 1598 (Arber 1876, 41v), so by this date the Chamberlain's men must have moved elsewhere. For the Oxford Shakespeare edition of The Merchant of Venice, Jay L. Halio argued that the Chamberlain's men leaving the Theatre is part of the context for the play's court case centred on a bond, and for this he made a set of unsubstantiated claims: that the company left as soon as their lease was up in 1597, that they moved to the Swan playhouse, and that they signed bonds with the Swan's proprietor Francis Langley (Shakespeare 1993, 28). How Halio convinced himself that The Merchant of Venice was played at the Swan is a trail of academic self-deception, for he cited James Shapiro who actually only claimed that the play "was probably performed" there (Shapiro 1985, 276), and Shapiro himself got this from Andrew Gurr's edition of Richard 2 in which it is observed that when the Chamberlain's men left the Theatre they "played at the Swan . . . or the Curtain" (Gurr 1984, 35). Gurr's source for the likelihood of the former was William Ingram, who was circumspect: ". . . in this, as in so many other matters, we have no hard proof . . ." (Ingram 1978, 148).

The Merchant of Venice is usually thought to have been first performed in 1596 or 1597 (Wells et al. 1987, 119-20), so it might well pre-date the expiry of the Theatre's land lease on 13 April 1597. But even if it was later it still would have been performed at the Theatre not the Swan because Allen, in his answer to Cuthbert Burbage, agreed that he allowed the company "to enioye the premisses after the first lease expired for the space of a yeare or two" and paying "oneli the ould rent" (Wallace 1913, 196). To accommodate Guilpin's evidence, we should say that the Chamberlain's men left the Theatre around the middle of 1598. The Theatre was disassembled by the Burbages and removed from Allen's land to a newly leased site on Bankside, probably in the week or two following 28 December 1598 (Berry 1987, 4-7). Halio's suggestion that the demise of the Theatre is part of the context of The Merchant of Venice is nonetheless worth pursuing, for the expiration of the lease was preceded by an abortive attempt to relocate to an indoor playhouse in the elite Blackfriars district (Smith 1964, 172-73). Leaving Shoreditch one way or another must have been in Shakespeare's mind, and the solution to the disagreement with Allen about the terms of a new lease was to invoke a clause in the old one which allowed Burbage and Brayne to "take downe and Carrie awaie . . . all such buildings . . . as should be builded . . . for a Theatre" (Wallace 1913, 191). Thus the players' property could be readily extricated from the landlord's, and although the Theatre's timbers were removed while he was out of town (Berry 1987, 6-7) Allen could hardly claim that this was wrong in principle under the old lease; the dispute hinged on whether his taking the rent constituted a tacit extension of the lease that allowed the removal.

In The Merchant of Venice, the court concludes that Shylock's contractual arrangement with Antonio gives him possession of the pound of flesh ("The court awards it, and the law doth give it" and "The law allows it, and the court awards it" 4.1.297, 300) but catches him with the insoluble problem of extracting it without harming the rest of the body, which still belongs to Antonio. A part of Allen's subsequent claim against the Burbages was for damage done to his property, £2 worth of grass, during the removal of the Theatre (Wallace 1913, 164) but a truly substantive issue about which witness after witness was questioned was the condition of other buildings on the same site that Brayne and Burbage were supposed to keep in good order. In particular, there was a decrepit old barn close to the Theatre that Allen claimed Burbage had neglected, while the Burbages insisted that this barn was improved by being propped against the much sturdier playhouse (Wallace 1913, 223-43 Question 10 and the answers of Richard Hudson, Thomas Bromfield, Thomas Osborne, William Furnis, William Smythe, Randulphe Maye, and Oliver Tylte). Answers to questions about the barn tell us that a variety of tenants had businesses in it, that "twoe or three Shores" ran from the barn to the supporting playhouse, and that when the playhouse was removed these had to be sunk into the ground instead (Wallace 1913, 231, 236). Not only the players, then, had

cause to consider the loss of livelihood that would necessarily follow the loss of one's place of business, or as Shylock puts it:

You take my house when you do take the prop  
That doth sustain my house; you take my life  
When you do take the means whereby I live.  
(The Merchant of Venice 4.1.372-4)

For the players considering the loss of their playhouse, and for the tenants in the barn whose premises literally depended on it, Shylock's metaphor (and Allen's intentions in framing the lease) had real correlates in the props that linked the buildings and thereby linked their interests. The play represents as an impossibility the extricating of linked properties, and was written around the time the players were addressing precisely the same problem.

## Notes

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